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ABSTRACT

The collective bargaining agreement between Portland State University and Portland State University Faculty Association, Local 3571, American Federation of Teachers, AFL-CIO, covering the period October 18, 1985-June 30, 1987 is presented. Items covered in the agreement include: unit recognition, union privileges and limitations, fair share, consultation, academic freedom and responsibility, rights of members, appointment-reappointment, personnel files, grievances, arbitration, salaries, reserved rights of the university, and notices and communications. Appendices include: conscientious objection form, letter of offer of appointment, grievance form, grievance-request for review, and notice of intent to arbitrate.

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AGREEMENT
BETWEEN
PORTLAND STATE UNIVERSITY
AND
LOCAL 3571

AMERICAN FEDERATION OF TEACHERS

Part Time

HE 020 776

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COLLECTIVE BARGAINING AGREEMENT

between

PORTLAND STATE UNIVERSITY FACULTY ASSOCIATION,

Local 3571,

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

and

PORTLAND STATE UNIVERSITY

October 18, 1985 through June 30, 1987

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PREAMBLE

This Agreement, entered into as of the 18th day of October, 1985, is between the State of Oregon, acting by and through the State Board of Higher Education on behalf of Portland State University, herein referred to as UNIVERSITY or BOARD, and the Portland State University Faculty Association, Local 3571, American Federation of Teachers, AFL-CIO, herein referred to as UNION, affiliated with the Oregon Federation of Teachers.

The intent and purpose of this Agreement is to promote the quality and effectiveness of education at Portland State University and to maintain high standards of academic excellence in all phases of instruction, research and service.

Article 1. RECOGNITION

Pursuant to the certification of the Employment Relations Board dated June 8, 1979, the University recognizes the Union as the exclusive representative of all faculty employes described in the certification solely for the purpose of collective bargaining with respect to salaries and other terms and conditions of employment.

Nothing in this Agreement shall be construed to prohibit the University or its representatives from meeting with any individual or organization to hear views on any matters; provided, however, that as to any matter which is a mandatory subject of collective bargaining or covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the Union.

Article 2. DEFINITIONS

As used in this Agreement, except where the context plainly requires a different meaning or where a different meaning is stated:

1. "Agreement" means all the definitions, terms, and provisions set forth in this contract consisting of 19 articles, excluding titles of articles, headings, and preamble, which are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning of any provision of this contract.

2. "Board" means the Oregon State Board of Higher Education.

3. "AR 577-xx-xxx" means the Administrative Rules of Portland State University.

4. "AR 580-xx-xxx" means the Administrative Rules of the State Board of Higher Education.

5. "Days" means calendar days.

6. "Department" means an academic department, or other similar administrative unit.

7. "Department Head" means the head or director of a Department as defined in item 6 above.

8. "ERB" means the Employment Relations Board of the state of Oregon.

9. "Member" means an employe who is a member of the bargaining unit as defined in Article 1 (Recognition).

10. "President" means the president of Portland State University.

11. "Union" means the Portland State University Faculty Association, AFT Local 3571, AFL-CIO.

12. "University" means Portland State University.

13. "Unit" or "Bargaining Unit" means the bargaining unit as defined in Article 1 (Recognition).

14. The singular purports the plural and the plural the singular as the context may require.

Article 3. UNION PRIVILEGES AND LIMITATIONS

Section 1. The Union, on behalf of itself and on behalf of its officers, agents, members, and members of the bargaining unit, agrees during the term of this Agreement not to participate or engage in, sanction, cause aid or abet, assist, encourage, or condone any strike, walkout, refusal to report to work, picketing concerning a labor dispute under this Agreement or ORS 243.650 et.seq., mass absenteeism, or other interruptions of work. For the purposes of this Article, a strike includes any stoppage or cessation of work, slow down of any kind, or other interference with the operations of the University, whether done in concert or singly. Any member of the bargaining unit who violates any provision of this Article shall be subject to disciplinary action including loss of pay, suspension, and discharge. Recourse or appeal of such disciplinary action shall be limited to the question of whether the employe participated in a strike prohibited by this Section. In the event of a violation of this Section, whether sanctioned or unsanctioned, the Union, upon request of the University, shall immediately use its best efforts to effect the return to normal work routine of the involved employes.

Nothing contained in this Section shall be construed to be a limitation of any right of the University to any other remedies, legal or equitable, to which the University may otherwise be entitled.

Section 2. The University will provide furnished office space to the Union during the term of this Agreement. The Union agrees to pay the University monthly in advance for such space at the prevailing rate determined by the University as of July 1 of each year.

Section 3. The Union is permitted reasonable use of University facilities and services, including telephone, duplicating, computing, audiovisual and meeting rooms, as provided in University Administrative Rules, and will pay the customary charges for such services. The Union agrees to use the University's "Facilities Reservation and Agreement" form and abide by the provisions therein.

The Union is permitted reasonable use of the University mail distribution services for notifying members of Union meetings and for communicating with members of the bargaining unit on official business matters of the Union.

Section 4. Upon written request on a form provided by the Union and approved by the University, members of the Union may have regular quarterly dues deducted from their paychecks in the months of November, February and May. The amount to be deducted will be certified by the Treasurer in two amounts: one for those members whose pay for unit work for the current term is less than $1,667.00 and one for those whose pay for the current term is $1,667.00 or more.

Such authorization shall remain valid until written notice of cancellation or until the member is not employed for two (2) consecutive terms whichever occurs first.

The University will, by the 20th of the months of December, March and June, send payment to the Union for the total amount so deducted accompanied by a listing identifying the members and amount for whom deductions are being paid.

Section 5. During the term of this Agreement, the University shall make available to the Union within a reasonable time after receiving a written request therefor, all factual information reasonably required for the Union to administer this Agreement and to negotiate subsequent agreements.

Within fifteen (15) days of the execution of this Agreement and any time a change is made, the University shall send the Union the name of the person responsible for complying with requirements of this Section.

The University reserves the right to charge the Union at customary billing rates for the costs of file searching, analysis, and reproduction of information furnished in compliance with this Section. When the University expects to make a charge, it will furnish the Union an estimate of the cost and obtain Union authorization before proceeding to comply with the request.

Section 6. Changes in policies or practices resulting from this Agreement and changes in policies which significantly affect members will be published in the University Bulletin or by other appropriate means.

Section 7. The Union shall indemnify and hold the University harmless against all claims, demands and judgments including reasonable costs of defense, which arise from actions taken by the University in compliance with Sections 4 and 5 of this Article.

Article 4. FAIR SHARE

Section 1. In the months of November, February and May the University shall deduct from the salary of each person in the bargaining unit who is not a member of the Union a sum certified by the Treasurer of the Union equivalent to union dues. Similar deductions will be made in a similar manner from the salary of new faculty who do not become Union members within thirty (30) days after the effective date of their employment.

Section 2. Once each year, during the month of January, members of the bargaining unit who have paid fair share fees in lieu of dues shall have the right to request in writing that the Union rebate that portion of the employe's fair share fees which have not gone to defray the costs of representation during the previous twelve (12) months. The Union shall, with thirty (30) days, rebate such monies, if any.

Section 3. Rights of non-association of employees based on religious tenets or conscientious objection shall be protected. Those whose objection is based on religious tenets shall pay the fair share amount to a non-religious charity in accordance with the applicable procedures in ORS 243.666. Those whose objection is based on conscience shall sign two copies of the Conscientious Objection Form (Appendix A) and shall pay the fair share amount to the Portland State University Unrestricted Student Scholarship Fund. Questions regarding the bona fide nature of religious objections shall be resolved by the ERB; those related to conscience by the Executive Council of the Union.

Section 4. The Union shall indemnify and hold the University harmless against all claims, demands or judgments, including reasonable costs of defense, which arise from actions taken by the University in compliance with this Article.

Article 5. CONSULTATION

Section 1. The Union and the President of the University or his designee agree to meet at the request of either party to discuss mattters pertinent to the implementation or administration of this Agreement. The parties shall meet within ten (10) days of receipt of a written request for a meeting. The request shall contain an agenda of items to be discussed.

Section 2. If mutually agreeable, the parties may meet to discuss employment relations matters.

Section 3. The parties understand and agree that meetings held as provided in Sections 1 and 2 of this Article shall not constitute or be used for the purpose of contractual negotiations. Neither shall such meetings be used in lieu of the grievance procedure provided in Article 10.

Article 6. ACADEMIC FREEDOM AND RESPONSIBILITY

All members are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter which has no relation to the subject.

Members also have freedom of expression to speak and write as individuals. In this regard, the University shall not attempt to control or sway the personal opinion of any member, nor the public expression of that opinion. In the exercise of this freedom of expression, members shall manifest appropriate restraint, shall show respect for the opinion of others, and shall make every effort to indicate that they are not speaking for the University.

The paragraphs above are statements of intent and policy and are not subject to Article 10 (Grievances).

Article 7. RIGHTS OF MEMBERS

Section 1. Nondiscrimination and Affirmative Action. The University and the Union will not discriminate against any member with respect to wages, hours or any terms or conditions of employment on the basis of age, handicap, marital status, national origin, race, religion, sex, sexual orientation or veteran status. The Union agrees to support the University in the fulfillment of its affirmative action obligations.

Section 2. Facilities. All members shall have reasonable access to a desk or other appropriate working table, a file cabinet and telephone within a suitable work area during the member's scheduled office hours. Members shall have reasonable access to duplicating services, office supplies, typewriters and storage space as made available to other members of the Department or administrative unit during regular office hours of the Department.

Section 3. Safe Conditions. The University will investigate promptly those conditions reported by members as possible violations of safety or health rules or regulations, and conditions believed to be an unreasonable hazard to persons or property. The member reporting the alleged unsafe condition will be promptly apprised of the result of the investigation.

Section 4. Individual Appointments. The University will not offer an individual member an appointment the terms of which violate this Agreement.

Article 8. APPOINTMENT-REAPPOINTMENT

Section 1. General. All appointments of members are on a fixed-term basis and are not tenure-related. No appointment shall create any right, interest or expectancy in any further appointment beyond its specific term except as expressly provided in this Article.

Section 2. Letters of offer to employ or re-employ members as Lecturers shall when feasible be sent at least five (5) weeks prior to the first class meeting of the course to be taught. Declination of an offer to re-employ a member as a Lecturer--particularly an offer made less than three (3) weeks before the first class meeting--will not prejudice the University's consideration of offering future employment.

All offers to employ as a Lecturer will be made in the form of a letter (example in Appendix B). An offer not accepted within the time indicated in the letter of offer will be considered to have been withdrawn. The letter of offer or appointment will contain the offered academic rank, rate of pay, courses to be taught each term, credit hour value of the courses, and other relevant information.

Section 3. When feasible, appointments will be made for an academic year rather than for an academic term. When appointments are made for a term, the Department will furnish upon request an estimate of the prospects for continuing employment during the remainder of the year. The information thus furnished shall be regarded only as a good faith estimate and shall not constitute an offer of employment.

Section 4. The assignment of FTE for Lecturers shall be on the basis that 1.00 FTE equals forty-five (45) course credit hours per academic year.

Departments and other administrative units may permit the voluntary participation of Lecturers in Departmental activities, including service on Departmental committees. Such participation shall not be required, and the University is not obliged to nor will it increase the compensation of members for the purpose of or because of such participation.

Research Assistants and Research Associates in this Unit will be employed on and will abide by the same standards and employment policies applicable to other professionals in the research unit.

Section 5. Since the non-renewal of an appointment of a member is an act taken without prejudice, the decision not to renew an appointment is not grievable except as an alleged violation of a provision of this Agreement.

Section 6. Neither the University nor its departments, schools, or colleges shall establish a policy which arbitrarily limits the number of academic terms or years during which a member may be employed.

Section 7. Prior to the end of each academic year, those persons who were members during the academic year and whom the University is willing

to consider for re-employment the following academic year will be surveyed by departments to determine if they wish to teach in the new academic year and if so, which and how many courses they can teach and at what times they will be available to teach. Departments shall give full consideration to the results of the survey.

Section 8. Members who are Lecturers and who wish to be considered for adjunct rank may apply if the following standards and conditions are met:

a. Applicants must have completed nine (9) academic quarters of service within the five (5) year period immediately preceeding application.

b. Appointments to adjunct rank are at the discretion of the University.

c. Lecturers who apply for adjunct instructor rank must hold an advanced degree in their field of specialization. Unless unusual circumstances exist, Lecturers who apply for higher adjunct ranks must hold an earned terminal degree in their field of specialization.

d. Reconsideration of applications for adjunct rank which have been denied will be made only once every three years.

e. The University's policies and guidelines on promotion notwithstanding, adjunct faculty will not be considered routinely for promotion in rank. Adjunct instructors not holding an earned terminal degree may apply for promotion upon award of the terminal degree. Higher ranked adjunct faculty will be considered for promotion only in extraordinary circumstances.

Article 9. PERSONNEL FILES

The University shall maintain personnel files of members in accordance with and as defined by AR 577-40-005 through 577-40-025 and AR 580-22-060 through 580-22-125, as directed by Oregon statutes.

Article 10. GRIEVANCES

Section 1. Purpose. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The parties encourage the informal resolution of grievances whenever possible and to that end encourage open communications between members and administrators so that resort to the formal grievance procedure will not normally be necessary. The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Section 2. Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter in any external forum, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 11 (Arbitration).

Section 3. Definitions.

a. The term "grievance" means an allegation that there has been a violation, misinterpretation or improper application of the express terms of this Agreement. The term "grievance" shall not include complaints related to matters of "academic judgment."

b. "Academic judgment" shall mean the judgment of faculty and administrators concerning determinations, recommendations, decisions, criteria and information to be used with respect to appointment, reappointment, promotion, tenure status and merit salary increases of members, and with respect to matters of curricula and educational policy. A proved allegation that an academic judgment was based on false information will compel reconsideration of the judgment.

c. "Complaint" means an allegation that a member has been treated in a manner which is unfair, unjust, inequitable, arbitrary or capricious, but not in violation of the provisions of this Agreement.

d. "Grievant" means one or more members of the bargaining unit, the Union or the University in appropriate cases, damaged or injured by the act or omission being grieved.

e. "Day" means a day when classes or examinations are scheduled in accordance with the official academic calendar of the University, excluding Saturdays and Sundays.

Section 4. General Provisions.

a. Complaints as defined in Section 3 (c) of this Article may be processed only through Step 2 of the procedures provided in Section 5 of this Article, and are not to be processed at Step 3. For the sake of simplicity, no distinction is made between the terms "grievant" or "complainant" except in Sections 3 and 4 of this Article.

b. A grievant has the right of self-representation at any step in the grievance procedure and at any formal step may choose to be accompanied or represented by counsel or any other person.

c. The Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation.

d. The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

e. Failure at any step of this procedure to request review of a decision within the specified time limits including any extensions thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure to communicate the decision on the grievance at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.

f. No member may take a grievance to arbitration except with the approval and participation of the Union.

g. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement, unless agreed to in writing by the Union.

h. All grievances, requests for review, and arbitration notices must be submitted in writing on forms as attached to this Agreement as Appendices C, D and E, respectively, and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.

i. A grievance may not be filed under this Article for an act or omission which occurred prior to the effective date of this Agreement.

j. A grievance may be withdrawn by a grievant at any time or by the Union at any time after notice of intent to arbitrate (Appendix E) has been given.

Section 5. Presentation of Grievances.

Step 1. All grievances shall be presented to the appropriate Dean in writing within twenty (20) days of the act, omission or commencement of the condition on which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission or condition if that date is later. In no event, however, shall grievances be presented more than 120 days after the act, omission or commencement of the condition on which the grievance is based.

The grievance shall be presented on the grievance form (Appendix C) and shall set forth the act, omission or condition on which the grievance is based, the date thereof, the specific provision(s) of this Agreement which is in dispute and the remedy sought. The Dean shall promptly identify the subordinate administrator with whom informal resolution of the grievance shall be sought. Fifteen (15) days, from the date of presentation to the Dean, shall be allowed for informal resolution of the grievance. Upon the grievant's written request, fifteen (15) day extensions of the time allowed for informal resolution will be granted unless to do so would impede resolution of the grievance. Within five

(5) days of the expiration of the period allowed for informal resolution, or within five (5) days of an unsatisfactory decision at the informal level if that date is earlier, the grievant may file a written request for review (Appendix D). The Dean shall meet with the grievant within five (5) days of receipt of the request for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

If the matter being grieved relates to an act or omission by a Vice President or the President, the grievance may be filed at Step 2, but in the manner provided at this step.

Step 2. If the grievant is not satisfied with the decision at Step 1, a request for review (Appendix D) may be filed with the President within ten (10) days of the date of the decision at Step 1. The President or a designee shall meet with the grievant within five (5) days of receipt of the request for review and shall send a decision in writing to the grievant and the Union within fifteen (15) days of such meeting.

If the Union believes that a provision of this Agreement which confers rights upon it has been violated, misinterpreted or improperly applied, or if the University believes the Union has violated, misinterpreted or improperly applied a provision of this Agreement, the complaining party may file with the organizational presiding officer of the other a written complaint in the form described in Section 1, above. Such complaint must be filed within thirty (30) days of the date of the alleged act or omission.

In the manner provided in Article 5 (Consultation), the parties shall meet to attempt to resolve the matter. If resolution is reached, the conditions and remedy will be reduced to writing and signed by the parties within five (5) days of such resolution.

If the complaint is not resolved, the complaining party may give to the other notice of intent to arbitrate within the time limits provided in Article 11 (Arbitration) except that, in consideration of the agreement to use arbitration as the sole method of deciding unresolved disputes originally filed under the provisions of paragraph two et.seq. of this step, the parties hereby waive their respective rights to have such matters resolved by the Employment Relations Board as provided by ORS 243.672(1)(g) and 243.672(2)(d); further excepting, that disputes relating to definition of the bargaining unit shall be resolved by the Employment Relations Board and not by arbitration.

Step 3. If the decision rendered at Step 2, except a decision arrived at under the provisions of paragraph two et.seq. of Step 2, is not satisfactory to the grievant, a request for review (Appendix D) may be filed with the Chancellor within ten (10) days of the date of the decision at Step 2, or with the approval of the Union, the grievant may give written notice of intent to proceed to arbitration (Appendix E) within twenty (20) days of the date of the decision at Step 2. If a request for review is filed with the Chancellor, the right to arbitrate the grievance is thereby waived. The Chancellor or a designee shall meet

with the grievant in Portland, Oregon or other mutually agreeable place within ten (10) days of receipt of a request for review and shall send a decision in writing to the grievant and the Union within ten (10) days of such meeting.

Article 11. ARBITRATION

Section 1. Notice of intent to arbitrate an unresolved grievance (Appendix E) must be filed with the President of the University within twenty (20) days of the decision rendered under the provisions of paragraph one of Step 2. Notice of intent to arbitrate disputes not resolved in the manner provided in Article 5 (Consultation) must be served on the opposing party within twenty (20) days of the last consultation meeting at which the issue was discussed.

Section 2. Representatives of the University and the Union shall meet within thirty (30) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel consisting of an odd number of members not to exceed fifteen (15). Within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to select an arbitrator from the Arbitration Panel. Selection shall be by mutual agreement or by each party alternately striking names from the Arbitration Panel until one name remains. The party to strike first shall be determined by lot.

If the parties have not agreed upon an Arbitration Panel, within ten (10) days of receipt of notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) days of the meeting, the party initiating arbitration shall request the Employment Relations Board to submit a list of five arbitrators, none of whom shall be an employe of the Oregon State System of Higher Education unless both parties have agreed to the contrary. Each party shall alternately strike a total of two names from the list of five; the remaining person shall be selected as the arbitrator. The party initiating the arbitration shall strike the first name.

If the arbitrator selected cannot hold the hearing or render a decision within the time limits provided herein and either party does not agree to an extension of time, the selection procedure as provided herein shall be repeated using the remaining names on the Arbitration Panel or a new list from the Employment Relations Board, as appropriate.

Section 3. Submission Agreement. As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, stipulation of facts, joint exhibits and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue to be decided. The arbitrator shall then decide the precise issue to be arbitrated. Such decision shall be made prior to determining arbitrability.

Section 4. Conduct of the Hearing. The arbitrator shall hold the hearing in Portland, Oregon unless otherwise agreed by the parties. The hearing shall commence within fifteen (15) days of the arbitrator's acceptance of the case, unless both parties agree to an extension to time.

If the arbitrator or both parties request that posthearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 5. Arbitrability. In any proceeding under this Article for which there is a submission agreement, the first matter to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement, the arbitrator shall first decide the issue to be arbitrated as provided in Section 3 of this Article; then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties, the arbitrator shall hear the parties on the question before deciding the matter of arbitrability, which shall be announced. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

Section 6. Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. The arbitrator shall refrain from issuing any statement, opinion or conclusions not essential to determination of the issue submitted.

The arbitrator shall have no authority to hear or decide matters defined as "complaints" in Article 10 (Grievances), or issues or grievances which relate to allegations of discrimination on a basis prohibited by state or federal law, regulation or rule, except that concerning Union activity.

Except as otherwise provided in this section, the arbitrator shall have no authority to hear or decide any issue or grievance related to matters involving "academic judgment" as defined in Section 3(b), Article 10 (Grievances). In cases involving "academic judgment," the arbitrator shall not substitute his judgment for that of the faculty or the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the procedural steps provided in this Agreement have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of "academic judgment" is involved, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with relevant procedural steps.

The arbitrator may direct that the status quo ante be maintained until a judgment is made having properly followed appropriate procedural steps. The arbitrator may not direct that a member be reappointed, promoted or awarded indefinite tenure.

The arbitrator shall have no authority to award monetary damages or penalties, but may award back pay to accompany an order of reinstatement.

The arbitrator shall have no authority to make decisions limiting or interfering in any way with the powers, duties and responsibilities of the University and the Board which have not been expressly limited by this Agreement.

Section 7. Arbitrator's Decision. The arbitrator derives his authority wholly and exclusively from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may appeal the decision on the basis of repugnance to law, jurisdiction or that the arbitrator exceeded authority granted by this Agreement.

The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing unless the parties have agreed to additional time.

The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted and shall include a clear statement as to the prevailing party.

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in arbitration. Where an award clearly finds each party culpable, costs will be shared equally.

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

Section 9. Miscellaneous Provisions. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the then prevailing Voluntary Labor Arbitration Rules of the American Arbitration Association or, if the parties agree, in accordance with the Association's Expedited Arbitration Rules.

In matters of grievance appeals of disciplinary action, the burden of proof shall be upon the University. In all other matters, the burden of proof shall be upon the party initiating the arbitration.

Article 12. SALARIES

Section 1. Members of the bargaining unit with the ranks of Instructor, Senior Instructor, Assistant Professor, Associate Professor, and Professor will be employed at salary rates no less than the minimums that apply to full-time faculty at these ranks.

Section 2. Members of the bargaining unit who are employed as Lecturers will be appointed at 9-month salary rates no less than the following:

Effective Fall quarter, 1985:	$16,065
Effective Fall quarter, 1986:	$16,560

Section 3. Members of the bargaining unit who are employed as Research Assistants or Research Associates will be appointed, beginning with the 1985-86 fiscal year, at 12-month salary rates no less than the following:

Research Assistant:	1985-86	$16,380
	1986-87	$16,872
Research Associate:	1985-86	$17,640
	1986-87	$18,168

Section 4. Section 1 above does not apply to paid employment of adjunct and emeritus faculty. In such cases the University will honor the minimums in Section 2.

Section 5. The provisions of this Article do not apply to faculty employed to teach a course through the University's Division of Continuing Education when enrollment is insufficient to cover costs in the judgment of the University.

Article 13. RESERVED RIGHTS OF THE UNIVERSITY

Except as expressly limited by the terms of this Agreement, the University retains and reserves to itself all rights, powers, authority and responsibilities vested in it, whether exercised or not, including but not limited to the right to plan, govern and control the University and in all respects carry out its ordinary and customary functions of management.

Article 14. NOTICES AND COMMUNICATIONS

Customary or required notices or communications, unless otherwise provided herein, shall be sent as follows:

for the Union:

Director
PSU Faculty Association
P.O. Box 10703
Portland, OR 97210-0703

for the University:

President
Portland State University
Post Office Box 751
Portland, Oregon 97207

for the Board of Higher Education:

Chancellor
Oregon State Board of Higher Education
Post Office Box 3175
Eugene, Oregon 97403

Article 15. MISCELLANEOUS PROVISIONS

Section 1. The University agrees to reproduce copies of this Agreement at its expense within thirty (30) days after the Agreement is signed and to provide a copy to each member then or thereafter employed.

Section 2. All well established practices and policies concerning terms and conditions of employment which significantly affect members and which have not been modified by this Agreement shall be maintained for the period of this Agreement.

Any ambiguities between such established practices and policies as herein defined and other Articles of this Agreement shall be resolved in favor of the other Articles.

Article 16. SEVERABILITY

Notwithstanding the provisions of ORS 243.702(1), it is the expressed intent of the parties that if any provision of this Agreement or addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal, such action shall not invalidate any remaining provisions of this Agreement. All provisions not declared invalid shall remain in full force and effect. Upon the

request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalidated provision.

Article 17. TOTALITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and the University had the unlimited right and opportunity, consistent with previously adopted groundrules, to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all understandings and agreements negotiated are set forth in this Agreement; and that the express provisions of this Agreement constitute the entire and sole agreement between the parties for its duration.

Each party, for the lifetime of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Nothing in this Article precludes mutual agreement of the parties to alter, amend, supplement or otherwise modify in writing any of the provisions of this Agreement. In the event the parties meet to modify this Agreement as provided in this paragraph, student representatives shall be sent timely notice of the meeting and shall be entitled to participate in the manner provided by ORS 243.778.

Article 18. NEGOTIATION OF SUCCESSOR AGREEMENT

For the purpose of negotiating a successor agreement, the Union will send written notice to the University no earlier than 180 days but at least 150 days prior to the expiration of this Agreement specifying those new subjects or sections of this Agreement it proposes to negotiate. Within fifteen (15) days of receiving the Union's written notice the University shall send written notice to the Union specifying those new subjects or sections of this Agreement it proposes to negotiate. Those sections of this agreement not opened by said notices or by subsequent mutual agreement shall automatically become a part of any successor agreement. Negotiation of the successor agreement shall begin no later than fifteen (15) days after the date of the University's written notice or such date thereafter as may be mutually agreed upon by the parties.

Article 19. DURATION OF AGREEMENT

This Agreement shall be effective from the date of the signatures herein below through June 30, 1987.

FOR THE UNIVERSITY:

Joseph C. Blumel, President

Michael A. Corn

Jim F. Heath

J. Kenneth Harris

Ronald L. Anderson

Joe Sicotte, Chief Negotiator

FOR THE UNION:

Jay Margalies

Terri McCanna

Dennis Grunes

Karen Gorder, Chief Negotiator

The State of Oregon acting by and through
the State Board of Higher Education
on behalf of Portland State University

W. T. Lennan, Executive Vice Chancellor

10-31-85
Date

APPENDIX A

STATEMENT OF CONSCIENTIOUS OBJECTION

I _____ do hereby swear or affirm that as a matter of conscience I find it objectionable to be required to join with, participate in or support an organization which has as one of its purposes representing employees in collective bargaining.

I further authorize that a sum equivalent to local AFT dues be deducted from my salary on a monthly basis and paid into the Portland State University Unrestricted Student Scholarship Fund for so long as a valid fair share agreement between the Federation and the University is in effect.

_____ _____

Date

Subscribed and sworn to before me this _____ day of _____, 1981.

_____

Notary Public for Oregon

My Commission expires: _____

APPENDIX B

SAMPLE - LETTER OF OFFER OF APPOINTMENT

Dear

I am pleased to offer you an appointment at Portland State University at the rank of Lecturer.

Your salary will be _____

Your academic period will be _____

This offer is made solely for the purpose of providing instruction for the course or courses listed below. The University reserves the right to cancel one or all of the courses listed, should enrollment, in the judgment of the University, be insufficient. If a cancellation occurs, the University will reissue this appointment to reflect the changed condition. The University will pay a prorata amount for the number of classes held before cancellation and will pay for one class meeting if the cancellation occurs before the first such meeting.

Course title(s) and Credit Hours _____

_____

Scheduled days, time, location _____

_____

Classes begin _____ and end _____

This is a fixed term appointment; time served will not count toward tenure or sabbatical leave.

If the terms of the appointment are satisfactory, please sign the copy of this letter and return it to me. This offer is open only until (date) , by which time the signed acceptance must be in my office.

Sincerely,

I accept the instructional assignment described above:

_____ _____

Signature Date

APPENDIX C

GRIEVANCE

Name:

Department:

Mailing address for matters relating to this grievance if other than Department:

Provision(s) of Agreement alleged to have been violated:

Article _____ Section _____

Article _____ Section _____

Article _____ Section _____

Statement of grievance (include date of acts or omissions complained of):

Remedy sought:

I will be represented in this grievance by:

_____ Myself _____ OFT _____ Legal Counsel

Grievant's signature _____

Date _____

APPENDIX D

GRIEVANCE - REQUEST FOR REVIEW

____ My grievance dated _____ presented to _____ at the informal level has not been satisfactorily resolved and I wish the grievance to be considered formally at Step 1.

____ My grievance dated _____ presented to _____ at Step 1 has not been satisfactorily resolved by the attached decision* and I wish the decision to be reviewed by the President at Step 2.

____ The attached decision* of the President does not satisfactorily resolve my grievance dated _____ and I wish to have the decision reviewed by the Chancellor at Step 3. I acknowledge that in asking for review by the Chancellor I am waiving my right to arbitrate the grievance.

_____ _____

Grievant's signature Date

*If no decision was received within the time limits provided in the grievance procedure, please check here _____.

Please attach a copy of the grievance (Appendix C) and all written decisions received at prior steps, if any.

APPENDIX E

NOTICE OF INTENT TO ARBITRATE

The Portland State University Faculty Association hereby gives notice of its intent to proceed to arbitration concerning the grievance of _____ dated _____ which was not resolved satisfactorily at Step Two of the grievance procedure.

The following statement of the issue to be presented for arbitration is proposed:

_____ _____
Authorized Representative, PSU Faculty Association — Date

I hereby authorize the PSU Faculty Association to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review or appeal of the decisions at Steps One and Two of the grievance procedure by the Chancellor, the Board of Higher Education, or judicial review as a contested case under the Administrative Procedures Act (ORS Chapter 183). I hereby authorize the Association and the University, or its representatives, to use copies of material in my personnel file which are pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____ _____
Grievant's Signature — Date

Memorandum of Understanding

It was agreed upon in bargaining for the 1985-87 successor agreement that the Union, PSUFA, would only submit a change in the amount of dues to be deducted once during the duration of the agreement. This change does not include the new dues deduction figures for the November 1985 payroll deduction.

In order to obtain the new dues deduction figures for the November 1985 payroll deduction, PSUFA will be provided a list of bargaining unit members for Fall 1985 no later than October 15, 1985. PSUFA agrees to submit the new dues deduction figures no later than November 15, 1985.

It is also agreed that to comply with the new language regarding purging union members the Union could resubmit a photocopy of the original membership dues deduction authorization.